

COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

CLASSIFICATION FORM (REV 01-01-06) WWW.COURTCLERK.ORG

**GREGORY HARTMANN** CLERK OF COURTS

CASE NUMBER: A0701398	B PLAINTIFF: DAKUNG	GTON	AMHDASU	
PURSUANT TO SUPERINTENDENCE	E RULE 4, THIS CASE WAS (	ORIGIN.	ALLY FILED AND DISMISSED	
UNDER CASE NUMBER:	BY JUDGE		T G	
PLEASE INDICATE CLASSIFI	CATION INTO WHICH	THIS	CASE FALLS:	
( ) OTHER TORT - C360	- D410 n – E530 F600 20		Appropriation – H710 Accounting – H720 Beyond Jurisdiction Breach of Contract – H740 Cancel Land Contract – H750 Change of Venue – H760 Class Action – H770 Convey Declared Void – H780 Declaratory Judgment – H790 Discharge Mechanics Lien – H800 Dissolve Partnership – H810 CONSUMER SALES ACT (1345 ORC) – H8 Check here if relief includes declaratory judgment, injunction or class action recovery – H825 Habeas Corpus – H830 Injunction – H840 Mandamus – H850 On Account – H860 Partition – H870 Quiet Title – H880 Replevin – H890 Sale of Real Estate – H900 Specific Performance – H910 Restraining Order – H920 Testimony – H930-21 Environmental – H940 Cognovit – H950 Menacing by Stalking – H960 Repo Title – Transfer of Title Only – H970 Repo Title – With Money Claim – H980 Injunction Sexual Predator – H990	
DATE:	ATTORNEY (PRINT):	DARL	INGTON AMADASU	
	OHIO SUPREME COURT	NUMBI	ER: 29997	



## THE STATE OF OHIO, HAMILTON COUNTY **COURT OF COMMON PLEAS**

DARLINGTON AMADASU	CASE No	A07013	98	•
Plaintiff				
	AFFIDAV	IT OF INDIGE	NCY	
- <b>V</b> \$-			Pri-2	<u> </u>
Emmelt O'Nieal, MD etul		71	2001 FEB	REGOR
Defendant 5		E	8 12	ON CO
Daduge, Huaclass, the un	dersigned, being	first duly sworn	T) ar <del>ld</del>	RTMANI OURTS OUTY, C
Name			28	모호
cautioned, deposes and states as follows:				

- 1. That he/she is the defendant in the above styled case;
- 2. That he/she is a citizen of the State of Ohio;
- 3. That he/she is indigent and unable to pay the costs and charges involved in the within matter;
- 4. That he/she is entitled to the redress that is sought in the above styled action to the best of his/her knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.

🗔 🚧. MONNIG ഘ**ം, State of Ohio**  Plaintiff's Signature

AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC IN AND

COUNTY AND STATE THIS 12 DAY OF FLOY

S/Clerk/ Cpforms/Affidavit of Indigency

# HAMILTON COUNTY COURT OF COMMON PLEAS CIVIL DIVISION HAMILTON COUNTY, OHIO



DARLINGTON AMADASU, M.D. P.O. Box 6263 Cincinnati, OH 45206

**Plaintiff** 

A0701398

-Vs-

COMPLAINT JURY TRIAL DEMANDED

EMMETT O'NEAL, M.D. 3009 Clifton Avenue Cincinnati, OH 45220

EMMETT O'NEAL, M.D.,P.C 3009 Clifton Avenue Cincinnati, OH 45220

THE DEACONESS HOSPITAL 311 Straight Street, Cincinnati, OH 45219

GRIC, COMP, PARTIES, SUMMONS (-) CERT MAIL () SHERIFF () WAY () PROCESS SERVER () NONE	È
CLERKS FEEST	TC
SECURITY FOR COST	
DEPOSITED BY 29997	
FILING CODE #704	

Various JOHN DOES(S), and/or JANE DOES(S), M.Ds.

Defendants

Individually, jointly and/or severally

Pro se Plaintiff, Darlington Amadasu. M.D., complaining of defendants, allegoes follows:

**NATURE OF THIS ACTION** 

1. This is a claim for statutory, general, actual and punitive damages for the violations of federal EMTALA/COBRA civil strict liability statute, state informed consent law to perform procedures negligence per se, civil assault and civil battery, breach of contract and fiduciary. Defendants performed surgical procedures and general anesthesia without plaintiff's informed consent in volation of federal and or state law of informed consent law.

#### **JURISDICTION & VENUE**

2. This court has jurisdiction over all state claims and has concurrent jurisdiction over federal claims. The venue is proper in this action because all the wrongs occurred in this Hamilton County

#### **PARTIES**

- 3. Plaintiff Darlington Amadasu, M.D. ("Amadasu" or "Plaintiff") is a natural person residing in Hamilton County, Ohio and this district, a consumer as defined in the Ohio Consumer Sales Practices Act ("OCSPA"), O.R.C. §1345.01 et seq. He is a qualified, licensed and disabled medical doctor
- 4. Defendant Emmett O'Neal, MD is a medical doctor and urologist. Upon information and belief he was/is licensed to practice as such in Ohio. He had physician-patient relationship with the

- 5. Defendant Emmett O'Neal, MD, PC (O'Neal PC) is healthcare business under Ohio law located in Cincinnati, Ohio. It holds itself out as offering and rendering healthcare services, and patients look to it for appropriate care. O'Neal either wholly or partly owns it.
- 6. Defendant The Deaconess Hospital (The Deaconess) is a corporation doing business under the law of Ohio. It holds itself out as a modern health care business that offers and renders healthcare services, and patients look to it for care, in addition, it is in the best position and has duty to monitor physicians, enforce adherence to policies, procedures and health and hospital statutes. It offers privileges to O'Neal to practice at its facilities. It is a "supplier" as defined in the Ohio Consumer Sales Practices Act ("OCSPA"), O.R.C. §1345.01 et seq.
- 7. Defendants John Does and Jane Does are defendants whose names and addresses are not known at this moment and who may have participated as anesthesiologists, surgeons and or nurses in the acts complained of herein unauthorized hydrocelectomy.

#### **FACTUAL ALLEGATION**

- 8. In or about May 2002, while Plaintiff was admitted at Good Samaritan Hospital (The Samaritan) for evaluation and management of his health problems, his treating physician requested consultation of Urologist, Emmett O'Neal, M.D. (O'Neal) for evaluation and management of fluid collection in plaintiff's scrotum (Hydrocele).
- 9. On or about 05/13/00, O'Neal saw plaintiff at inpatient room of the Samaritan. Without taking complete problem focused history of the problem he performed incomplete examination of plaintiff's scrotum, made diagnosis of right hydrocele and ordered ultrasound test of the scrotum, which showed simple fluid collection without any anatomic abnormality. Also without prostate focused history, examination and tests, he made subjective diagnosis of Benign Prostate Hypertrophy (BPH) and ordered Prostate specific antigen (PSA) test.
- 10. Before and after the partial evaluation, plaintiff affirmatively and clearly told O'Neal that he wanted treatment of the hydrocele by ultrasound-guided needle-aspiration of the hydrocele and that he never wanted any surgical operation such as hydrocelectomy. O'Neal accepted plaintiff's request and told plaintiff that upon plaintiff's discharge from the hospital he would perform the ultrasound guided needle-aspiration of the hydrocele at his office.
- 11. Plaintiff has performed hundreds of ultrasound-guided needle aspiration of hydrocele with no reported sequelae. The procedure is safest, cheapest, fasted and non-disabling procedure.
- 12. After plaintiff's discharge from the hospital and at O'Neal PC, plaintiff expressly reaffirmed to O'Neal that he desired ultrasound-guided needle-aspiration of the hydrocele, which O'Neal agreed to and told plaintiff that since he had no ultrasound equipment at his office, ultrasoundguided needle-aspiration procedure would be performed at Deaconess with the ultrasound equipment.
- 13. Neither O'Neal nor Deaconess mentioned Hydrocelectomy and General Anesthesia (GA) to

- plaintiff and none of them or their employees told plaintiff the benefits and risks of and the alternatives to Hydrocelectomy and GA.
- 14. Neither O'Neal nor Deaconess or their servants obtained expressed written or oral informed consent from plaintiff for Hydrocelectomy and General Anesthesia.
- 15. On January 31, 2005, at Deaconess, uninformed and unconsented GA and Hydrocelectomy were performed on him. Before and after the unauthorized procedures, O'Neal never met plaintiff who never saw O'Neal. Plaintiff believes that O'Neal substituted another surgeon to do the hydrocelectomy without plaintiff's authorization. O'Neal did not personally appear and never operated on plaintiff. Nobody informed plaintiff that they would utilize general anesthesia on him and he never consented to administration of general anesthesia to him.
- 16. At the recovery room, O'Neal or any doctor did not see or talked to plaintiff when he woke up. A nurse improperly gave plaintiff improper severely nauseating narcotic tablet to swallow into his empty stomach while he was still drowsy consequently causing him extreme nausea and bloody vomiting (acute gastritis). Plaintiff was discharged home same day without knowing who operated on him and what procedures were done on him but he was surprise to find a big and tight blood soaked dressing around his scrotum. He was severe pain and suffering, nauseous, anxious, angry and violated.
- 17. On his way home and at home plaintiff was in severe pain, suffering, very nauseated and vomited many times so that he was unable to eat, hold in food and sleep. Plaintiff was also bleeding profusely from the surgical wound site. They sent plaintiff home without pain and anti-nausea medications and without wound dressing supplies to dress his wound. Neither O'Neal nor Deaconess personnel phoned plaintiff to find out how he was doing after discharging him.
- 18. From 1/31/05 to 2/I/05 plaintiff suffered nausea and bloody vomiting whenever he attempted to eat or drink. Plaintiff developed post-surgical/post-anesthesia painful acute urinary retention. He continued to have severe pain, anguish, anxieties, and bleeding at the wound site. He was now starving for more than 48 hours. Plaintiff was driven in an ambulance to the Deaconess emergency room (ER) where he was not afforded proper medical screening, stabilization and treatment before he was improperly discharged.
- 19. Without proper medical screening, stabilization and treatment, the Deaconess ER physician improperly and prematurely discharged and improperly transferred plaintiff at about 6:0am to O'Neal PC. O'Neal came into his office at about 9:0am he publicly scolded, humiliated, embarrassed and scorned plaintiff for coming into his office and he asked plaintiff by whom and why plaintiff was sent to his office. O'Neal called plaintiff into his exam room, violently pulled off the blood-soaked dressing around my scrotum and plaintiff was bleeding profusely from the wound site. O'Neal did not make any attempt to stop the bleeding and he sent plaintiff home bleeding, in severe pain and suffering without dressing to the wound.
- 20. On or about 02/01/05 without plaintiff's consent or authorization, O'Neal called into his exam room a third-party stranger into his office and revealed plaintiff's medical information and condition to the person
- 21. Upon being discharge and after discharge O'Neal and Deaconess neglected, refused and failed

to provide plaintiff with dressing supplies or prescription for wound dressing supplies.

- 22. From discharge from Deaconess Recovery Room until 8/15/05 and to the present, O'Neal and/or Deaconess failed to provide post-operative care to plaintiff. Plaintiff requested for but O'Neal refused to give me prescriptions for pains, nausea and bloody vomiting and wound dressing supplies. He sent plaintiff away without giving him follow-up visit appointment
- 23 During the unauthorized hydrocelectomy, a perfectly normal tissue(s) were unnecessarily excised from plaintiff's body. O'Neal refused to discuss with plaintiff the surgical operation and the pathology report of the tissues that were unnecessarily excised from plaintiff's body in spite of his repeated requests to know. O'Neal and/or Deaconess failed to collect and send the hydrocele fluid for laboratory tests.
- 24. Consequent upon the authorized procedures, plaintiff has developed permanent right testicular pain and upwardly abnormal position that interfere with plaintiff's daily-living activities, including without limitations, walking, running, sitting, lying, sleeping, dressing/clothing, etc. Plaintiff suffered and continues to suffer physical, mental and psychological pains, sufferings, loss of enjoyment of life, mental anguish, etc, directly and proximately caused by the procedures.
- 25. On or about 8/15/05, O'Neal stopped to provide any further care to plaintiff without plaintiff's consent and despite that fact O'Neal directly caused the plaintiff's medical conditions needing further care and treatment thereby abandoned plaintiff. O'Neal failed to discuss with plaintiff the report of post-operative ultrasound test of the scrotum that he had ordered.
- 26. Plaintiff had consultations with some urologists who diagnosed plaintiff with right testicular pain and retraction (latrogenic Criptochid). They have recommended surgical correction (Orchidopexy)
- 27. Plaintiff informed defendants in writing of his intention to seek redress for his injuries proximately caused by defendants

Plaintiff repeats, reiterates and realleges each an every allegation contained in the prior applicable paragraphs of this complaint with the same force and effect as though alleged in full in each subsequent paragraph and or count.

#### COUNT 1

#### Performance of unauthorized procedures

- 28. Plaintiff specifically and repeatedly requested ultrasound-guided needle-aspiration of his condition instead, defendants performed unauthorized hydrocelectomy.
- 29. As result of their acts plaintiff is damaged in amount exceeding the jurisdictional limits of all lower Courts, which might otherwise have jurisdiction.

#### COUNT 2 CIVIL BATTERY & ASSAULT

30. In the course of performing the said unauthorized procedures, the defendant(s) touched portions of plaintiff's body without consent of plaintiff and without any necessity, medical or otherwise, for such touching. Such conducted by the individual defendants constituted: an

- assault upon the plaintiff, intentional and/or negligent assault upon the plaintiff; a battery; negligent and/or intentional battery upon the plaintiff.
- 31. Defendant Hospital knew or had reason to know that plaintiff never authorized the procedures performed on him by individual defendants prior to, at and after the unauthorized procedures.
- 32. Despite its knowledge as aforesaid, defendant Hospital allowed or hired the individual defendants; improperly failed to adequately and/or properly supervise and/or restrict their activities: improperly failed to warn plaintiff.
- 33. Defendants acted wantonly, recklessly and maliciously with reference to this plaintiff.
- 34. As a result of the foregoing, the plaintiff was damaged in a sum, which exceeds the jurisdictional limits of all lower Courts, which might otherwise have jurisdiction.

#### COUNT 3

# Procedures without informed consent

- 35. Defendants performed the said procedures without plaintiff's informed consent
- 36. Defendants acted wantonly, recklessly and intentionally
- 37. As a result of the foregoing, the plaintiff was damaged in a sum, which exceeds the jurisdictional limits of all lower Courts, which might otherwise have jurisdiction.

#### COUNT 4 BREACH OF FIDUCIARY

- 38. There was confidential and fiduciary relationship between O'Neal and plaintiff
- 39. O'Neal breached his fiduciary duty to plaintiff by substituting another surgeon to perform the unauthorized procedures
- 40. As a result of the foregoing, the plaintiff was damaged in a sum, which exceeds the jurisdictional limits of all lower Courts, which might otherwise have jurisdiction.

## **COUNT 5**

# Negligence per se violation of statute

- 41. There is a clear provision under Ohio law for all healthcare provider(s) to obtain informed consent for medical and surgical procedures
- 42. Such statute serves to protect patients of which plaintiff is one of the patients intended to be protected.
- 43. The failure of defendants to comply with law constitute negligent per se
- 44. As a result of the foregoing, the plaintiff was damaged in a sum, which exceeds the jurisdictional limits of all lower Courts, which might otherwise have jurisdiction.

#### **COUNT 6**

#### Violation of COBRA/EMTALA

- 45. The COBRA/EMTALA provides for proper medical screening, stabilization, consent and transfer of patient
- 46. Defendants failed to comply with these provisions and such failure constitutes violation of these statutes and constitutes negligence per se
- 47. Defendants acted wantonly, recklessly and intentionally
- 48. As a result of the foregoing, the plaintiff was damaged in a sum, which exceeds the

jurisdictional limits of all lower Courts, which might otherwise have jurisdiction.

#### COUNT 7

#### ABANDONMENT Against O'Neal & Deaconess

- 49. After the unauthorized procedures, defendants failed to provide post-surgical care and eventually terminated their care of plaintiff without plaintiff's consent.
- 50. Defendants knew and should have reasons to know that plaintiff still needed care for the conditions created by them
- 51. They acted wantonly, recklessly and intentionally
- 52. As a result of the foregoing, the plaintiff was damaged in a sum, which exceeds the iurisdictional limits of all lower Courts, which might otherwise have jurisdiction.

## **COUNT 8**

#### Violation of Ohio CSPA

- 53. Deaconess is a supplier under Ohio CSPA and failed to provide proper services to plaintiff in violation of the act
- 54. As a result of the foregoing, the plaintiff was damaged in a sum, which exceeds the jurisdictional limits of all lower Courts, which might otherwise have jurisdiction.

#### **COUNT 9 NEGLIGENCE**

- 55. Defendants have duty of ordinary care to adhere to reasonable wishes and desire of plaintiff and to provide proper and adequate post-operative care but they failed to exercised the duty of ordinary care
- 56. Their failure to exercise the duty ordinary care is the proximate cause of plaintiff's injuries
- 57. As a result of the foregoing, the plaintiff was damaged in a sum, which exceeds the jurisdictional limits of all lower Courts, which might otherwise have jurisdiction.

#### COUNT 10 **CORPORATE NEGLIGENCE**

- 58. Deaconess has independent duty to ensure that physicians and surgeons to whom it offered privileges comply with its Bylaws and the Federal and State Statutes.
- 59. Deaconess failed to exercise that duty, which proximately caused plaintiff injuries
- 60. was negligent in offering medical practice privileges to physicians noncompliant with its bylaws and statute governing informed consent; in failing to monitor patient care rendered by all physicians; to develop and or enforce its rules, policies and procedures to ensure patients receive quality care with informed consent of patient. Deaconess had actual or constructive knowledge of the substandard practice, which lead to plaintiff's injury
- 61. As a result of the foregoing, the plaintiff was damaged in a sum, which exceeds the iurisdictional limits of all lower Courts, which might otherwise have jurisdiction.
- 62. Defendants acted wantonly, recklessly ad maliciously with reference to the plaintiff.
- 63. As a result of the foregoing, the plaintiff was rendered sick and disabled, suffered injuries, pain and mental anguish, was compelled to seek medical care and attention, incurred expenses therefor, and was permanently injured and disabled.
- 64. As a result of the foregoing, the infant plaintiff has been damaged in a sum which exceeds the

jurisdictional limits of all lower Courts which might otherwise have jurisdiction.

WHEREFORE, plaintiffs demand judgment against the defendants on the counts for compensatory and punitive damages, together with pre and post judgment interests, costs and disbursements of this action.

# JURY DEMAND

Plaintiff hereby demands jury trial on all issues of this case

Respectfully submitted,

Darlington Amadasu

Plaintiff Pro se

COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

DARLINGTON AMADASU M D PLAINTIFF

Use below number on all future pleadings

-- vs --No. A 0701398 SUMMONS

EMMETT ONEAL M D DEFENDANT

> THE DEACONESS HOSPITAL 311 STRAIGHT ST CINCINNATI OH 45219

D-3

You are notified that you have been named Defendant(s) in a complaint filed by

DARLINGTON AMADASU M D P O BOX 6263 CINCINNATI OH 45206

Plaintiff(s)

in the Hamilton County, COMMON PLEAS CIVIL Division, GREGORY HARTMANN, 1000 MAIN STREET ROOM 315, CINCINNATI, OH 45202.

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff, if he/she has no attorney of record, a copy of an answer to the complaint within twenty-eight (28) days after service of this summons on you, exclusive of the day of service. Your answer must be filed with the Court within three (3) days after the service of a copy of the answer on the plaintiff's attorney.

Further, pursuant to Local Rule 10 of Hamilton County, you are also required to file a Notification Form to receive notice of all future hearings.

If you fail to appear and defend, judgement by default will be rendered against you for the relief demanded in the attached complaint.

Name and Address of attorney DARLINGTON AMADASU M D P O BOX 6263 CINCINNATI OH 45206

GREGORY HARTMANN Clerk, Court of Common Pleas Hamilton County, Ohio

By CARL E PIECZONKA

Deputy

Date: February 13, 2007

#### DARLINGTON AMADASU M D PLAINTIFF

-- vs --

Use below number on all future pleadings

No. A 0701398 SUMMONS

#### EMMETT ONEAL M D DEFENDANT

EMMETT ONEAL M D P C 3009 CLIFTON AVE CINCINNATI OH 45220

D-2

You are notified that you have been named Defendant(s) in a complaint filed by

DARLINGTON AMADASU M D P O BOX 6263 CINCINNATI OH 45206

Plaintiff(s)

in the Hamilton County, COMMON PLEAS CIVIL Division, GREGORY HARTMANN, 1000 MAIN STREET ROOM 315, CINCINNATI, OH 45202.

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff, if he/she has no attorney of record, a copy of an answer to the complaint within twenty-eight (28) days after service of this summons on you, exclusive of the day of service. Your answer must be filed with the Court within three (3) days after the service of a copy of the answer on the plaintiff's attorney.

Further, pursuant to Local Rule 10 of Hamilton County, you are also required to file a Notification Form to receive notice of all future hearings.

If you fail to appear and defend, judgement by default will be rendered against you for the relief demanded in the attached complaint.

Name and Address of attorney DARLINGTON AMADASU M D P O BOX 6263 CINCINNATI OH 45206

GREGORY HARTMANN Clerk, Court of Common Pleas Hamilton County, Ohio

By CARL E PIECZONKA

Deputy

Date: February 13, 2007

COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

DARLINGTON AMADASU M D PLAINTIFF

-- vs --

Use below number on all future pleadings

No. A 0701398 SUMMONS

EMMETT ONEAL M D DEFENDANT

> EMMETT ONEAL M D 3009 CLIFTON AVE CINCINNATI OH 45220

D-1

You are notified that you have been named Defendant(s) in a complaint filed by

DARLINGTON AMADASU M D P O BOX 6263 CINCINNATI OH 45206

Plaintiff(s)

in the Hamilton County, COMMON PLEAS CIVIL Division, GREGORY HARTMANN, 1000 MAIN STREET ROOM 315, CINCINNATI, OH 45202.

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff, if he/she has no attorney of record, a copy of an answer to the complaint within twenty-eight (28) days after service of this summons on you, exclusive of the day of service. Your answer must be filed with the Court within three (3) days after the service of a copy of the answer on the plaintiff's attorney.

Further, pursuant to Local Rule 10 of Hamilton County, you are also required to file a Notification Form to receive notice of all future hearings.

If you fail to appear and defend, judgement by default will be rendered against you for the relief demanded in the attached complaint.

Name and Address of attorney DARLINGTON AMADASU M D P O BOX 6263 CINCINNATI OH 45206

GREGORY HARTMANN Clerk, Court of Common Pleas Hamilton County, Ohio

By CARL E PIECZONKA

Deputy

Date: February 13, 2007

FILED

Document 90-2

1007 FEB 20 | P 3: 55

CHICGORY HARTMANN CLERK OF COURTS HAM, CHTY, OH

A CONTRACTOR OF THE PROPERTY O	CERTIFIED MAIL
GREGORY HARTMANN CLERK OF COURTS	Perm 3600,6/02
1000 MAIN STREET RM 115 CINCINNATI OH 45202-1288	
CINCINIVATI ON 45202-1288	28
COMPLETE THIS SECTION ON DELIVE	RY
A Signature: (   Adriesses of D Agent)	
X Coma Dre	7194 5168 6310 0313 0651
B. Received By: (Please Print Clearly)	TATION RETURN RECEIPT REQUESTED
C. Date of Delivery	Article Advisesed To:
[ <u>\fe_{1}</u> ]	02/13/2007 SUMMONS & COMPLAINT
D. Addressee's Address (If Different From Address Good by Sen	A 0701398 D2 EMMETT ONEAL M D P C
×	3009 CLIFTON AVE
Secondary Address / Suite / Apt. / Floor (Please Print.C	CINCINNATI OH 45220
Delivery Address	
DENTEY AUGIOSS	
Gity State ZIP+4 Cod	ig .



FILED

2007 FEB 20 : P 12: 14

CLERK OF COURTS
HAM. CNTY. OH

GREGORY HARTMANN CLERK OF COURTS 1000 MAIN STREET RM 115 CINCINNATI OH 45202-1288

# A. Signature: ( Addressee or Agent) X. M. C. Guaran Print Clearly) B. Received By: (Pleasa Print Clearly) C. Date of Delivery D. Addressee's Address (II Different From Address Used by Sender.) Secondary Address / Suite / Apt. / Floor (Please Print Clearly) Delivery Address

ZIP + 4 Code

State

# CERTIFIED MAIL



RETURN RECEIPT REQUESTED

Article Addressed To:
02/13/2007 SUMMONS & COMPLAINT
A 0701398 D3
THE DEACONESS HOSPITAL
311 STRAIGHT ST
CINCINNATI OH 45219



FILED

· 2007 FEB 21 A 8: 22

CLESS OF COURTS
Holf CATY, OH

	GREGORÝ HARTMANN	CERTIFIED MAIL
	GREGORY HARTMANN GREGORY HARTMANN CLERK OF COURTS 1DOD MAIN STREET RM 115 CINCINNATI OH 45202-1288	
:	COMPLETE THIS SECTION ON DELIVERY  A. Signature: ( D Andriesee of Page )	7194 5166 6310 0313 0644
	B. Raceived By: (Please Print Clearly)	RETURN RECEIPT REQUESTED
	C. Date of Delivery	Article Addressed To: 02/13/2007 SUMMONS & COMPLAINT
٠ ٠ ٠	D. Addressee's Address (If Different From Address Used by Sender.) Secondary Address / Suite / Apt. / Floor (Please Print Clearly)	EMMETT ONEAL M.D.
,?	Öelivery Address	CINCINNATI OH 45220
	City State ZIP+4 Code	

